EXHIBIT A



LUMBER COMPANY

Subcontractor Agreement / Scope of Work

This agreement between 84 Lumber Company "Subcontractor" or "84" and Gregory Mortlmer "Contractor" made this 8th day of April, 2008 for Installation Services in connection with products sold by 84 Lumber Company.

These terms and conditions shall apply to the following Project:

Timberlake Village Building 10

Contract sum for the above referenced project:

\$170,000.01

Project Start Date:

Completion Date:

Work will be performed per prints dated:

General Conditions:

- 1. The Subcontractor shall furnish all labor, material, equipment, taxes, insurance, dues, contributions, services, and all other incidentals, including but not limited to, competent supervision, and tools as are necessary for proper performance of the Subcontract work described in this agreement, strictly in accordance with the Subcontract documents. All work performed will be per print and manufacturer specifications.
- 2. All construction on 84 Lumber jobsites will meet or exceed local building codes.
- All trash and building debris will be removed to a dumpster or area designated by the Contractor.
- 4. Contractor will provide a new set of plans for each house.
- 5. Subcontractor's work will pass all required inspections.
- 6. The Subcontractor and Contractor will walk the job together and perform a final inspection of the work.
- 7. Subcontractor will complete all punch list items provided at final walkthrough.

8. Any changes to this scope of work or materials selected shall be done through an approved change order and signed by both parties.

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- Any local variations of codes and local inspectors phone number must be supplied by contractor before work will start.
- 10. 84 will only install items that it supplies.
- Contractor is responsible for providing electricity, portable toilets and a trash receptable at the jobsite for the Subcontractor to use while completing this scope of work.
- 12. Contractor shall only communicate with 84 Lumber's site superintendent, and not give instructions or orders directly to 84's laborers or Subcontractors.
- 13. Contractor is responsible for coordination of the site, schedule, materials storage and other trades work.
- 14. Contractor hereby acknowledges and agrees that 84 Lumber Company's ("84") Contractor-Commercial Credit Agreement terms and conditions (the "Credit Agreement") (a copy of which Contractor hereby acknowledges receiving) are incorporated herein by reference and made part hereto.
- 15. 84 guarantees that the Work performed hereunder will conform to the specifications, complies with all Laws, and will be free from defects in workmanship and materials. 84's liability hereunder shall be limited to the extent of 84's negligence, and 84's obligations hereunder shall be limited, at 84's sole election, to the repair or replacement of any defective or nonconforming Work. Contractor further agrees that in no event shall 84 be liable or responsible for any consequential, indirect, exemplary or punitive damages of any type in connection with any claim under this paragraph. This guarantee will commence upon commencement of the Work and will continue for a period of one (1) years from the date of sale with respect to defects in non-structural and structural materials sold by 84. EXCEPT AS EXPRESSLY PROVIDED ABOVE, 84 MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESAID OBLIGATION ARE HEREBY DISCLAIMED BY 84 AND EXCLUDED FROM THIS AGREEMENT.
- 16. 84 and its subcontractors assume no liability and do not warrant any installation or product against mold growth, mold related problems, or any other toxic torts. Contractor agrees to hold harmless and release 84 and its subcontractors from any such claims.
- 17. 84's obligations under this contract are subject to force majeure.

Specific Requirements:

Framing:

- Framing and sheathing members shall be fastened according to code and manufacturex's instructions.
- 2. Notching, drilling, and cutting of framing members shall be done so as to not compromise the structural integrity of the project.
- 3. The Subcontractor is responsible for ensuring that the house is framed per plan with all dimensions correct, work plumb, square, and of the highest quality.
- 4. Floor trusses shall be installed per the manufacturer's layout.
- Floor sheathing shall be level and securely attached to supports to provide an adequate base to receive finish flooring and fasteners.
- Sill sealer insulation shall be installed per the plans, and be visible for inspections.
- 7. The Contractor is responsible for insuring that the anchor bolts are set into the foundation properly. The Subcontractor is responsible for boring the necessary holes to accommodate the anchor bolts and installing the washers and nuts.
- Studding and other supports shall be adequately sized and spaced. Wall sheathing shall be smooth, securely attached to supports, and shall provide an adequate base to receive siding and fasteners.
- 9. All exterior corner walls shall be braced using the method specified in the plans.
- 10. All pails are to be firmly set. No bent nails shall protrude into or onto any area that will receive door easings, drywall, or other types of finish.
- 11. All firestops shall be installed per code (chimney chases, under tubs, around showers, etc.).
- Exterior sheathing shall be installed according to manufacturer's instructions. No broken pieces of sheathing shall be left in place.
- 13. Access holes or disappearing stairs shall be framed according to plan.
- 14. All window and door openings shall be level, plumb, square, and built to the correct rough opening size as specified by the manufacturer. Window and door headers shall conform to code requirements and installed crown up.
- 15. Roof trusses and Truss bracing shall be installed per the manufacturer's layout,
- 16. Roof sheathing shall be smooth, securely attached to supports, and shall provide an adequate base to recoive roofing nails and fasteners.

- 17. All temporary bracing, except safety bracing, shall be removed at the completion of the framing.
- 18. The project will pass the framing inspection.

Treated Decks:

- 1. Decking and support members will be fastened according to code and manufacturer's instructions.
- Notching, drilling, and cutting of support members shall be done so as to not compromise the structural integrity of the project.
- 3. The Subcontractor is responsible for ensuring that the deck, landings, stairs, railings and handrails are built per plan with all dimensions correct, work plumb, square, and of the highest quality.
- 4. All temporary bracing shall be removed at the completion of the work.
- All work shall meet or exceed local, state, or national safety standards for decks, deck landings, and deck states. The Subcontractor shall follow all OSHA safety requirements including the use of scaffolding, handrails on scaffolding, etc.
- 6. All work shall be performed by trained and experienced personnel.
- Decking material that has excessive splits (light visible through splits or splits that penetrate more than half of the board) shall not be used.
- Decking material that is warped, twisted, or otherwise more than 1/4 inch out of level shall not be used.
- 9. No nail or screw heads shall protrude from the wood decking.
- 10. Decks must be secured to the house as described in the plans.
- 11. All handralls must be tight and secure with no give, shaking, or movement.
- 12. All pickets shall be attached securely without splitting,

Windows & Doors:

- 1. Subcontractor will install all windows and doors as specified on the plans.
- Contractor specifically agrees that Subcontractor will install windows in accordance with 84
 Lumber's Window Installation Manual, a copy of which Contractor acknowledges receiving
 and which is incorporated herein by reference.
- 3. Subcontractor will verify that all openings have been checked and dimensions are correct. If any framed opening is not correctly sized, out of square, or not level, and the Subcontractor cannot easily correct the problem, the Contractor will be immediately notified so that corrections can be made.
- 4. All windows and doors shall be installed so that they are plumb, level, and square in the framed opening.

- 5. Windows and doors will lock coxectly and operate smoothly.
- 6. Door swings will be correct.
- Exterior door warpage of more than 1/4 inch measured diagonally from corner to corner is unacceptable.
- 8. Weather stripping, insulation, and waterproofing shall be installed per the manufacturer's requirements. Air leakage is unacceptable and must be corrected.
- Screens shall be installed on windows and any doors requiring screens prior to the hotneowner's walk-through.

Roofing:

- 1. The Subcontractor will use OSHA-approved ladders and safety measures for securing workers to the roof.
- Roofing shall be applied when the roof decking is clean and dry. The Contractor will be uotified if there are warped deck boards or any other unacceptable conditions, so corrections can be made.
- 3. Felt underlayment shall be installed over the entire roof.
- Shingles will be secured using the correct number and size fasteners properly located on the shingle per the manufacturer's specifications.
- 5. All shingles shall be applied true and straight.
- All shingles shall be blind fastened with all fasteners fully covered. Any nail holes shall be completely scaled.
- Valleys are to be constructed by centering valley metal flashing over the underlayment, securing with approved shingle fasteners, and covering with shingles.
- 8. All chimneys shall be flashed.
- 9. Roof vents will be installed per plans.

Siding & Exterior Trim:

- Install siding and exterior trim as selected by the Contractor that is listed in 84 Lumber's material estimate.
- All siding shall be installed per the installation instructions using the fasteners and fastening procedures required by the manufacturer.
- 3. All siding shall be level, straight and parallol.

- 4. All siding will be attached securely.
- Siding will be installed over extension sheeting. Siding will not be attached to any broken or badly damaged pieces of sheeting.
- 6. Any siding that is cracked, split, or broken during installation must be removed and replaced. No broken, split, or cracked siding boards shall be on the house at the completion of the job.
- Fascia, rake boards, and soffit material should not be installed if split, broken, gouged, or nicked, or if it contains large knots, holes or is badly machined.
- Exterior trim, including any poxch columns and railings should not be installed if split, broken, or gouged, or if it contains large knots or holes. No exterior trim of poor appearance will be used.
- Exterior trim shall be tightly secured to framing members and shall be straight, level, and plumb.
- All inside and outside corners and window and door openings shall be trimmed out per plan.
- 11. Garage door jambs shall be completed to the size of the garage door as shown on the plans.
- 12. Garage door jambs shall be square, level, plurob, and straight.

Agreed to and accepted by:

Name ///

Print Orce Meeting

Date 4-14-08

Gregory Mo

84 Lumber Company

Name

Title Procter of Installed De

Date 4/21/09